

Contract # 1891

CONTRACT

BETWEEN

IRVINGTON LIBRARY

AND

COMMUNICATIONS WORKERS OF AMERICA

Effective January 1, 1991 through June 30, 1994



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PREAMBLE

This Agreement is entered into , 1993 by the Irvington Library Board of Trustees, hereinafter referred to as the Employer, and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract and management's role as the Employer.

It is further understood that every employee, supervisor, Library Director and Board member shall be treated in accordance with accepted standards of decency, courtesy, and respect.

ARTICLE 1 **UNION RECOGNITION**

- A. The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining representative for collective negotiations on all matters pertains to wages, hours of work, and other terms and conditions of employment for all permanent and provisional employees, full-time and part-time in the following titles:

Building Service Worker
Clerk/Typist
Librarian
Library Assistant
Senior Building Maintenance Worker
Senior Librarian
Senior Librarian, Technical Services
Senior Librarian, Reference
Senior Library Assistant
Principal Librarian
Principal Library Assistant

Excluded from the bargaining unit are all management and confidential and/or temporary employees, pages, interns, and trainees.

- B. A part-time employee is one who works less than thirty-seven and one-half (37-1/2) hours per week on a regular employment basis.

Part-time employees who work less than twenty (20) hours per week on a regular employment basis shall not be entitled to health benefits but shall be entitled to all other benefits granted on a pro-rated basis.

A temporary employee is one for whom there is no expectation of continued employment and may also include persons employed on a substitute basis.

- C. Any new title authorized for use by the Employer will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employment Relations Act.

ARTICLE 2 UNION RIGHTS

A. Stewards

1. The Employer recognizes the right of the Union to designate one (1) Steward and one (1) alternate to represent the Union and the employees covered by this Agreement. The Union shall furnish the Library Director with the names of the Steward and the alternate and any subsequent changes.
2. The authority of the Steward or alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for the Steward to perform any of such duties during his working time, the Steward shall be released from work by the Library Director as soon as is convenient for the Employer and only to the extent necessary to make the investigation and for conferring with the Library Director. No Steward shall suffer any loss in pay while investigating, with permission of the Library Director, or presenting a grievance.

- (b) The transmission to the Employer's representatives of messages and information which shall originate with and are authorized by the Union, its officers or representatives.
 - (c) Otherwise the Steward shall be required to perform his duties in the same manner and to the same extent as other employees.
- 3. Any settlement of a question by the Steward and the supervisor of an employee involved in a dispute shall be reviewable by the Employer and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.
 - 4. Employees shall have the right for a Steward to be present, if the employee so requests, during any meeting at which an employee believes she/he is about to be subject to discipline.

ARTICLE 3
DUES DEDUCTION AND REPRESENTATION FEE

- A. The Employer agrees to deduct monthly Union membership dues from the pay of those employees who individually and voluntarily submit a written authorization that such deductions be made on a form agreed upon between the Employer and the Union and consistent with applicable law. Such written dues deduction authorization form may be withdrawn by an employee in writing, and said deduction shall be discontinued as of January 1st or July 1st next succeeding the date on which the Notice of Withdrawal is filed.
- B. The Employer further agrees to deduct a representation fee which shall be up to 85% of the regular membership dues for each non-member employee in the bargaining unit, subject to and in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended February 27, 1980, and any Regulations promulgated thereunder.
- C. The amounts to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to commence. The aggregate deductions of all employees shall be remitted together with a list of employees from whose

pay such deductions were made to the Union Secretary-Treasurer, CWA, 501 Third Street, N.W., Washington, DC 20001-2797, by the 15th day of the month following the calendar month in which such deductions are made.

- D. When an employee is granted a leave of absence, any authorization for deduction shall be automatically suspended. Such suspended authorization shall be automatically resumed when the employee returns to work.
- E. The Union agrees to indemnify and hold harmless the Employer from any cause of action, claims, loss or damages incurred as a result of this clause.

ARTICLE 4 GRIEVANCE PROCEDURE

A. A grievance is any difference or dispute between the Employer and any Employee covered by this Agreement with respect to any act or event which involves the interpretation, application, or alleged violation of any of the provisions of this Agreement.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with the Library Director. If such discussion involves a matter covered by the definition of a grievance, the Union shall be advised of the adjustment of the issue.

3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

C. Presentation of a Grievance

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and/or a Union Steward.

D. General Provisions

1. Grievances shall be presented on prepared forms or in memo form.

2. There shall be no loss of pay for employees for time spent either as a grievant, witness, or steward in the presentation of any step of the Grievance Procedure.

3. Failure at any step of the Grievance Procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

4. Failure at any step of the Grievance Procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

5. It is understood that Employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments applicable rules and regulations until such grievance has been fully determined.

6. Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

7. The right to request arbitration shall be limited to the parties to this Agreement.

8. The time limits set forth herein may be waived by mutual consent of the parties, in writing.

9. The Employer shall have the right to discipline or discharge Employees while they are employed during a designated probationary period which has not yet been satisfactorily completed and there shall be no resort to the grievance procedure for any such action.

E. Grievance Procedure

Step 1

Any employee who has a grievance shall discuss it first with her/his Union steward and immediate supervisor or the Library Director in an attempt to resolve the matter informally.

Step 2

If, as a result of the foregoing discussion, the matter is not resolved to the satisfaction of the Employee within five (5) calendar days, the grievant and her/his Union Shop Steward shall present the employee's grievance, in writing, to the Library Director, specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss, or inconvenience;
- (c) the results of previous discussions;
- (d) dissatisfaction with decisions previously rendered; and
- (e) an appropriate remedy.

The Library Director shall schedule a hearing if requested by the union, within five (5) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the grievance or the hearing.

Step 3

1. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union or the Employer within ten (10) working days of receipt of a decision from Step 2.

2. (a) Any unresolved contractual grievance may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Step 2 decision.

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where the grievance involved an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel procedure or the Grievance Procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure selected.

3. Should the Union or the Employer wish to move a grievance to arbitration, the Union shall notify the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. Failure to meet shall not be a violation of the contract.

4. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this Agreement. He/she shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance as contained in this Article.

5. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

6. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority.

7. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants. Minor disciplinary disputes shall be subject to the Grievance Procedure through the Library Director.

ARTICLE 5 MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

A. It is recognized and agreed that the Employer possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as may be expressly qualified by the specific provisions of this Agreement.

These rights include but are not limited to: selection and direction of its Employees; to hire, promote, transfer, assign, and retain Employees in positions within the unit, and in accordance

with the New Jersey Department of Personnel rules and regulations, to suspend, demote, discharge, or take other disciplinary action against Employees for just cause; to relieve Employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government and Library operations entrusted to it; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services.

It is agreed that the Employer may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

B. Rules and Regulations

The Employer agrees that prior to establishing any new work rules or modification of any new work rules, they shall first be discussed with the Union and shall not be implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

ARTICLE 6
LABOR/MANAGEMENT MEETINGS

- A. Labor/Management meetings may be scheduled as often as may be necessary but not more frequent than quarter-annually at the request of the Library Director or the Union representative to discuss issues of concern that are not contained in this Agreement.
- B. The purpose of Labor/Management meetings is to establish a formal procedure to encourage dialogue around issues of common concern and possible resolutions in a non-antagonistic setting.
- C. Either party may request a Labor/Management meeting in writing stating the proposed agenda, attenders, and possible meeting dates.

ARTICLE 7
NON-DISCRIMINATION

The Employer and the Union both agree that they shall not discriminate against any Employee because of race, color, creed, religion, nationality, sex or Union membership.

ARTICLE 8
SENIORITY

- A. Overall seniority is defined as continuous unbroken service with the Employer. Job title seniority is defined as seniority within the job title.
- B. Job title seniority will be given strong consideration by the Employer with respect to promotion. If there are two or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest job title seniority will be given preference subject to the Department of Personnel rules and regulations.
- C. Overall seniority shall prevail in the selection of vacation schedules.
- D. Layoffs due to a reduction in force shall be according to the Department of Personnel rules and regulations.

ARTICLE 9
HOURS OF WORK

A. **Working Hours**

- 1) All full-time employees work a 7-1/2 hour day and a 37-1/2 hour week with the exception of the Senior building maintenance worker whose hours must be adjusted for opening the library on Saturdays on a seasonal basis. Employees who are required to work evenings and Saturdays, shall have one day off during the week of the Saturday worked.
- 2) Employees scheduled to work in the evening from 1:00 - 9:00 p.m., and on Saturday from 9-5 (7 hours) receive credit for a full 7-1/2 hour day. If ill on that day they are debited for a full 7-1/2 hour day. In emergencies split schedules to cover a night schedule with a total of 7 hours of work (e.g. 9-1 and 6-9) will be credited at the full day rate of 7-1/2 hours.
- 3) Employees working a 7-1/2 hour day Monday through Friday or 7 hours on Saturday or 7 hours on the evening shift take a full hour meal break. They may take a half-hour meal break and start a half-hour later if the schedule permits and the supervisor and director approve.

B. Break Time

An employee working a full 7-1/2 hour day is entitled to a 15 minute break each full working period morning and afternoon. If the first break time exceeds 15 minutes, it is understood that no other break time will be taken during that day. Part-time employees are entitled to a 15 minute break during a 4 hour working period.

Breaks outside the Library shall not be taken unless approved in advance by the immediate supervisor and by the Director. Employees must inform the supervisor and Director when leaving and returning. Break time does not accumulate and may not be added to lunch or supper hours, nor deducted from arrival or departure times.

C. Meal Time

The meal break is one hour of the employee's own time, usually sometime between 12-12:30pm or 4:30-6pm but may be scheduled at different times if the schedule requires it.

No employee may accrue plus time by shortening his or her meal break.

D. Tardiness

All staff must be at their duty location ready for work by their scheduled starting time. Arrival later than scheduled time in the morning, after lunch or supper hours, or leaving before closing will be considered tardiness (referred to as minus time). Tardiness must be made up, preferably the same day. Habitual tardiness cannot be tolerated and will be subject to disciplinary action.

E. Overtime

Overtime (plus time) is allowed only at the request of the Department Head with the approval of the Director. An employee may accumulate a maximum of 40 hours of authorized plus time. Absolutely no plus time can be accumulated by a staff member to earn extra time.

Even if an employee is making up time she/he must clear the additional time with the Department Head and the Director.

ARTICLE 10
COMPENSATION

- A. Employees covered by this Agreement shall be compensated in accordance with the following:
1. Effective January 1, 1991 - All employees covered by this contract shall have their salaries adjusted to the Compensation Schedule found in Appendix A of this Agreement, which reflects a three percent (3%) increase.
 2. Effective July 1, 1991 - All employees covered by this contract shall have their salaries adjusted to the Compensation Schedule found in Appendix B of this Agreement, which reflects a three percent (3%) increase over the January 1, 1991 Compensation Schedule.
 3. Effective July 1, 1992 - All employees covered by this contract shall have their salaries adjusted to the Compensation Schedule found in Appendix C of this Agreement, which reflects a six and one-half percent (6.5%) increase over the July 1, 1991 Compensation Schedule.
 4. This agreement is subject to be reopened upon notice from either party hereto for negotiation of issues relating to salaries, and all agreements whenever made pursuant to reopening shall be effective July 1, 1993.
- B. Hiring rates for all titles covered by this contract shall be at the entry level of the appropriate salary range.

OVERTIME

- A. Overtime compensation at the rate of time and a half (1-1/2) shall be paid by the Employer to all employees who work in excess of 7-1/2 hours a day or 37-1/2 hours a week. The overtime rate for all hours worked on Sunday and holidays will be double time. Overtime compensation whether cash or compensatory time, must be authorized by Management.
- B. No more than 40 hours of compensatory time (plus time) can be accrued. At that point at least one day off must be taken to keep the compensatory time below 40 hours. Employees planning to resign or retire should use their compensatory time at least one month before their last day of work. Compensatory time not taken at the time of resignation, termination or retirement shall be paid in cash.

TIME ABSENT FROM WORK

- A. No employee may accrue more than 15 hours minus time (time absent from work). Minus time in excess of 15 hours will be reduced by 7-1/2 hours for both full time and part time employees. The time will be deducted from the paycheck or from vacation time, whichever the employee wishes.
- B. Whenever an employee accrues more than 5 hours of minus time the Account Clerk will notify her/him.
- C. An employee may not accrue more minus time than the balance of vacation days; i.e. if an employee has a balance of only one vacation day, she/he may not exceed 7-1/2 hours minus time. Minus time in excess of 7-1/2 hours will be deducted from the paycheck. If an employee has no vacation days left, she/he will have all minus time accrued in any pay period deducted from the paycheck.
- D. If an employee has used all of her/his sick time and vacation time and continues to be absent from work, then sick time and vacation time will accrue only on a prorata basis based on the actual number of days worked during any given month. For example, if an employee has used all of her/his sick time and vacation time and is absent an additional 2 weeks (1/2 a month) then she/he would accrue only 1/2 the sick time and vacation time for that month.

OUT OF TITLE PAY

- A. If any employee works outside of his/her classification for one or more days per week at the request of management, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week.
- B. If the employee works at a higher job classification said employee will be paid at the same basis as though said employee were provisionally promoted to said job title.

CALL IN

Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of four (4) hours of compensation, portal-to-portal, at a rate of pay of time and one-half (1-1/2). The four (4) hours must be non-contiguous with either the start or finish of the work day.

PAY PERIODS

- A. Salaries are paid bi-weekly. If a pay day falls on a holiday, pay checks will be issued on the previous bank day.
- B. Employees who have no sick time or vacation time accrued (this includes all new employees within the first 3 months of employment) will also have their time computed only for time worked before the payroll is computed.

ARTICLE 11 LONGEVITY

Payments for longevity will be made on the first day following the Employee's completion of length of service upon the Employee's anniversary date of hire as set forth below:

Effective 1-1-91:

Upon completion of 5 years	\$ 200.00
Upon completion of 10 years	400.00
Upon completion of 15 years	600.00
Upon completion of 20 years	800.00
Upon completion of 25 years	1,000.00

Effective 1-1-92:

Upon completion of 5 years	300.00
Upon completion of 10 years	600.00
Upon completion of 15 years	900.00
Upon completion of 20 years	1,200.00
Upon completion of 25 years	1,500.00

ARTICLE 12 HEALTH BENEFITS

A. Health Insurance

The Employer shall continue to provide each employee covered by this Agreement except employees working less than 20 hours on a regular basis, and his/her eligible dependents with a fully paid plan of health care insurance, including major medical coverage, with benefits equal to or better than these currently provided.

B. Dental Insurance

Effective January 1, 1993, employees will be provided with the dental insurance coverage afforded by the Township of Irvington to its employees under its existing contract with the Irvington Municipal Employees Association as soon as the insurance company will accept new enrollments for such coverage.

ARTICLE 13
HOLIDAYS

A. The following holidays will be observed:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day

B. Whenever any above holiday falls on a Sunday, the following day is observed as the holiday. All salaried full time staff will be paid for these holidays; part time salaried staff will be pro-rated.

C. If a holiday, as indicated above, occurs while an employee is on leave with pay, the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence.

D. If a holiday falls on an employee's regular day off, an additional day off during the same week is granted which must be taken at the convenience of the schedule at the discretion of the Library Director. If the library is short of staff during that week, plus time may be accrued for the loss of the additional day off.

B. Employees may use vacation days to take off on religious holidays. Employees are required to give one week's notice to the immediate supervisor for this purpose.

ARTICLE 14 VACATION LEAVE

A. Full time employees with a year or more of service shall receive 22 vacation days. New full time professional employees, with less than one year of service are eligible, after 3 months, for 22 vacation days retroactive to the date of employment. New full time non-professional employees with less than one year of service are eligible, after 3 months, for 10 vacation days retroactive to the date of employment.

B. Part time employees with a year or more of service receive 22 vacation days prorated in accordance with existing practices.

C. Vacation leave does not accrue during a leave of absence without pay. An employee whose employment is terminated for any reason shall be paid for earned, but unutilized vacation leave prorated on the basis of the employee's current annual allowance divided by twelve (12), multiplied by the number of months of the employee's service completed within the particular year.

D. Vacation leave cannot be taken before it is earned. Vacation may not be taken less than one-half day at a time. Vacation leave may only be taken subject to the prior approval of the Library Director. Cumulated vacation leave earned in any year and not utilized by December 31 of the immediately following year will be lost. Where in any calendar year an employee is directed not to utilize the vacation leave or any part thereof by reason of pressure of the Employer's business, then such unutilized vacation leave or parts thereof shall accumulate and shall be granted no later than the end of the next succeeding contract year.

E. An employee shall not be entitled to pay in lieu of vacation leave.

ARTICLE 15 SICK LEAVE

A. Definition

Sick leave means the absence of an employee from work because of illness or injury. Sick leave may also be granted for medical or dental appointments. The term "immediate family" shall mean spouse, parent, child, or other near relative residing with the employee.

B. Sick leave shall be accrued as follows:

1. New professional employees earn 1-1/4 days per month or major fraction thereof during the first twelve (12) months of employment. New non-professional employees earn one (1) day sick leave per month or major fraction thereof during the first twelve (12) months of employment. No new employee is eligible to use any sick days until they have worked three (3) full months.
2. After completion of twelve (12) months of employment, all employees shall be granted fifteen (15) days sick leave January 1st of each calendar year. Management retains the right to grant sick days on a month-by-month basis for employees suspected of sick leave abuse.
3. Any unused sick leave shall be cumulative from year to year.
4. Part-time employees shall receive sick leave on a prorated basis.
5. In the event of termination of service, the Employer have the right to reduce the employee's compensation for unearned sick leave.

C. The Employer shall have the right to require a physician's certificate whenever an employee is on sick leave for three (3) or more consecutive working days, or at anytime when there is a question of sick leave abuse.

D. Job related illness or injury:

1. Any employee who sustains a job-related illness or injury shall be continued on full pay for a period of one (1) year or until such time as the employee becomes entitled to a disability pension, whichever shall be sooner. During a period of occupational injury or illness, the employee shall not be charged any sick days.
2. Employees who receive worker's compensation or temporary disability benefits while on a sick leave shall be paid the full salary and shall remit such compensation or disability payments to the Employer.

E. Sick leave without pay:

Employees requiring a non-occupational sick leave which exceeds the number of sick leave days granted during the year

and beyond the number of accumulated, unused days, may be granted sick leave without pay for up to six (6) months. In the event additional time is required, an extension of any additional six (6) months will be given consideration by the Employer upon request by the employee.

F. Supplemental compensation on retirement (SCOR):

1. Each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein. Any Employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment, unless such Employee shall have retired with twenty-five (25) years or more of service with the Library and/or the Township of Irvington.
2. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible Employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the Employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$8,500.
3. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired Employee.
4. Any Employee who incurs a separation of service for any reason except that due to temporary layoff shall have his accumulated sick leave computed only from the date of return to employment.
5. Notice of intention to claim the benefits provided herein must be made in writing to the Employer on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such

Employee is compelled to retire, the Employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he will receive the benefit provided for. The Employer, however, may defer payment of all or part of the benefit to the year following the retirement.

G. Sick Leave Incentive:

Effective January 1, 1993, employees may have their 1993 vacation allotment credited with additional vacation day(s) as follows:

One (1) day of vacation can be earned by any Employee who does not use any sick leave during the first six (6) months of 1993 (January 1 - June 30). An additional vacation day may be earned if no sick leave is taken during the 2nd six months of the year (July 1 - December 31).

Vacation days may be earned in this manner in subsequent years as well, however, vacation days accrued in this fashion may be carried over only into the next calendar year.

Any vacation day earned under this article may be taken only with prior approval of the Library Director.

ARTICLE 16
BEREAVEMENT LEAVE

- A. Bereavement leave of three (3) days with pay will be allowed for death in the immediate family of an employee. This leave is to be taken in close proximity to the date of death, and one day of this leave shall be for attendance at the funeral.
- B. Immediate family is defined as including spouse, parent, child, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or relative regularly residing in the Employee's household.
- C. No additional days shall be taken as bereavement leave unless approved in advance by the Library Director in her/his sole discretion. Any additional days granted will be deducted from sick or vacation leave at the discretion of the Library Director.
- D. In the event of the death of a sister-in-law, brother-in-law, aunt or uncle of the employee, the employee shall be entitled to one (1) day of paid leave to attend the funeral.

- E. The Employer shall have the right to require proof of death and/or proof of relationship to the Employee.

ARTICLE 17
LEAVES OF ABSENCE

A. **Leaves of Absence With Pay:**

1. **Jury Duty:**

Employees shall be entitled to a temporary leave of absence with pay when called for jury duty and for the duration of such service. During the period of jury duty service, the employees will be expected and required to report to work at such times as his/her presence as a juror is excused. The Employer shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service.

2. **Military Leave:**

An employee called to serve on annual active duty training will be paid his regular earnings less such military pay received during the period in which he is required to be in attendance. The Employer shall have the right to require prior proof of such attendance by military order and proof of payment received. The foregoing is subject to and shall be governed by the provisions of applicable New Jersey Statutes.

B. **Leaves of Absence Without Pay:**

1. Leaves of absence without pay up to six (6) months at a time (total consecutive leave not to exceed one (1) year) may be granted to a permanent full-time or part-time employees by the Employer.

2. Requests for such leave shall be in writing at least thirty (30) days in advance of the commencement of the proposed leave, except in emergencies when such request may be made on less notice. Written requests shall be given to the Library Director and shall not be unreasonably denied.

3. Employees on "leave of absence without pay" status shall not accrue any sick or vacation time, or any other benefits, and shall not be paid for any holidays.

ARTICLE 18
JOB POSTING

- A. The employer shall post on all appropriate bulletin boards advance notice for ten (10) working days any Library position the

Employer intends to fill. The notice will include basic job duties and salary range of the vacant position.

ARTICLE 19
PERSONNEL FILES

A. Each employee may review the contents of his/her personnel file in the presence of the Library Director or her/his designee provided reasonable notice of not more than three (3) days has been given by the employee. A Union representative may accompany the employee while he/she reviews the file. Letters or documents of reference received by the Employer in connection with the application of the employee or his/her Union representative for employment shall not be subject to review.

B. The employee shall have the right to respond to any document in his/her personnel file within 30 working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file. The inspection of the personnel file shall take place on the employee's and the union representative's own time.

C. Employees' shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file.

ARTICLE 20
PAST PRACTICE

Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate reduce or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.

ARTICLE 21
SAVINGS CLAUSE

If any of the provisions of this Agreement should be held invalid by operation of law or regulation by an tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 22
SUCCESSORS AND ASSIGNS

There shall be no transfer or assignment of any of the functions of this Agency involving the transfer of employees unless the Agency or entity to which such employees are transferred agrees in writing to accept and abide by, as to such employees, the terms and conditions contained herein.

ARTICLE 23
TERM OF AGREEMENT

Section 1.

This Agreement shall become effective on _____ and continue through June 30, 1994, and shall continue on an annual basis thereafter until either party shall serve written notice upon the other of its desire to terminate or renegotiate the terms and conditions of said Agreement. Such notice shall be given at least ninety (90) days prior to the expiration date and the parties agree to begin negotiations as soon as is reasonably possible.

Section 2.

It is further understood that this Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement except as provided in the wage reopener provisions of Article 10, Compensation, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 3.

Any modification shall only be by mutual agreement between the parties. Such modification, if agreed upon, shall be reduced to writing, signed by authorized representatives of both parties and shall become a part of this Agreement as if negotiated herein.

Signed this _____ day of _____, 1993.

FOR THE IRVINGTON LIBRARY:

FOR THE COMMUNICATIONS WORKERS
OF AMERICA:

Miriam L. Lomercantz Patricia J. Wallen
Dennill R. Ruman John L. Russo
Leslie M. Connell Joan J. Weiss

FOR THE TOWNSHIP OF IRVINGTON:

Michael G. Steele
Michael G. Steele, Mayor

David W. Fuller
David W. Fuller,
Business Administrator

Gregory Della Pia
Gregory Della Pia, CFO

Michael Petrolle
Michael Petrolle, Esq.

